

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AEGEAN MARINE PETROLEUM S.A.,

Plaintiff,

v.

M/V KAVO PLANTANOS, etc., *et al.*,

and

Certain Bunkers on board the M/V KAVO
PLATANOS,

Defendants *in rem*,

and

Canpotex Shipping Services Ltd. (CSSL), *et al.*,

Defendants and
Garnishee.

IN ADMIRALTY

CASE NO.: 15-CV-00172-RAJ

**STIPULATION OF DISMISSAL
OF ING BANK N.V.**

STIPULATION

WHEREAS, on or about October 18, 2014, the M/V Kavo Platanos (the “Vessel”) was supplied with fuel oil at a port of Vancouver, British Columbia (the “Bunker Delivery”);

WHEREAS, Plaintiff Aegean Bunkering (USA) LLC (“Aegean”) filed this vessel arrest action asserting that it was the physical supplier of the Bunker Delivery and possessed a maritime lien against the Vessel for the Bunker Delivery for which Aegean invoiced the total amount of \$463,050;

WHEREAS, on February 20, 2015 Canpotex Shipping Services Limited April 7, 2015 (“Canpotex”), as charterer of the Vessel, deposited security in the amount of \$490,013 into the

Registry of the Court (the “Security Deposit”), pursuant to the February 20, 2015 Order for Deposit issued by The Honorable Richard A. Jones;

WHEREAS, on June 4, 2015, ING Bank N.V. (“ING”) as Security Agent filed a Statement of Interest in the Disputed Funds to enforce its asserted rights as assignee of O.W. Bunker (UK) Ltd. (“O.W. (UK)”), which had contracted with Canpotex for the Bunker Delivery and invoiced Canpotex a total of \$466,650 for the Bunker Delivery;

WHEREAS, on July 2, 2015, ING filed a Verified Answer to the Complaint and asserted as Cross-Claims a maritime lien over the Disputed Funds and, the extent that the Court asserted jurisdiction over ING’s contract claims, a claim that Canpotex was obligated to pay ING pursuant to the terms of its contract with O.W. (UK);

WHEREAS, ING has settled its claims with Canpotex and no longer has an interest in the Disputed Funds.

NOW considering the foregoing and the pleadings and proceedings had herein, the parties hereby stipulate and agree as follows:

1. ING’s Cross-Claims and Statement of Interest are hereby withdrawn with prejudice, and ING should be dismissed as a party to this Action.

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**IT BEING STIPULATED BY THE
PARTIES HERETO, IT IS**

**SO ORDERED this _____ day of
_____, 2022**

Richard A. Jones, U.S.D.J.